



# LIMITED WARRANTY

**Your scala product is covered with a one-year limited product warranty from the date of original purchase. Please retain the retail sales receipt and your registration data for proof of purchase.**

#### **What this limited warranty covers and for how long**

Cardo Systems, Inc. (the "Company" or "Cardo") warrants the headset and charger against defects in material and workmanship under normal use and service for a period of one (1) year from date of purchase (proof of purchase and registration required). The Company at its sole discretion, will at no charge either repair, replace or refund the purchase price of the product to the original purchaser during the warranty period, provided the product has not been damaged or tampered with and has been returned in accordance with the terms of this warranty to an authorized Company Service Center. Repair, at the Company's option, may include the replacement of parts, boards or batteries with functionally equivalent reconditioned or new parts.

#### **Warranty Conditions**

This express limited warranty is extended by Cardo Systems, Inc. solely to the original purchaser and is not assignable or transferable to others. This is the complete warranty for your headset and charger. The Company assumes no obligation or liability for additions or modifications to this warranty unless made in writing and signed by an officer of the Company. Batteries are warranted only if the battery capacity falls below 70% of rated capacity or if the battery develops leakage.

#### **This warranty becomes void if:**

- a. The headset has been opened by non-authorized personnel.
- b. The battery is used in equipment other than the equipment for which it was intended.

The Company disclaims all responsibility for any equipment not furnished by Cardo Systems Inc., which is attached to or used in connection with the headset. Furthermore, the Company is not responsible for any damage to any part of the headset resulting from the use of ancillary equipment not furnished by the Company.

#### **What this warranty does not cover**

1. Defects or damage resulting from the use of this product in other than its normal and customary manner.
2. Defects or damage from misuse, accident or neglect.

3. Defects caused by improper operation, maintenance, installation, adjustment or modification of any kind.
4. Products opened, disassembled or repaired by non-authorized parties.
5. Defects or damage due to exposure to excessive temperatures, adverse weather conditions, external impacts or spills of solid or liquid substances, incl. rain.
6. All plastic surfaces and all other externally exposed parts that are scratched or damaged after purchase.

### **Warranty Service**

To receive warranty service, your product must be registered. Fax the attached registration card to the numbers listed on the card, send it by certified mail or register online at: <http://www.cardowireless.com>. For services, please present the product, along with your registration number and bill of sale (receipt) at any authorized Service Center or at the store from which you have purchased the product. Returns to the Company pursuant to the limited warranty can only be accepted with a Return Authorization number obtained from Cardo's Customer Service Department.

### **General Provisions**

This warranty is given in lieu of all other express or implied warranties, including without limitation, implied warranties of merchantability and fitness for a particular purpose. Cardo's obligations under this section are limited to the duration of this limited warranty.

- a. Certain limited-life components that are subject to normal wear and tear, such as decorative finishes, batteries, cradles or other accessories, are exempt from any warranty.
  - b. Cardo is not liable for any incidental or consequential damages arising from the use or misuse of any of the Company's products.
  - c. The user should never attempt to perform service, adjustments or repairs of the Product by him/herself. Doing so will void all warranties. During the term of the warranty, all products must be returned to the point of purchase or the authorized Service Center for all necessary work.
  - d. The Company is not responsible for any loss or damage incurred during shipping. All repair work on Cardo products by parties not explicitly authorized by the Company will void any and all warranties.
- e. The information in this Manual is furnished strictly for informational purposes and is subject

to change without notice. Cardo assumes no liability or responsibility for any errors or inaccuracies that may appear in this User Guide.

Verify that your Headset is serviced by an Authorized Cardo Dealer or Service Center. Cardo Systems, Inc. retains the right to amend and change its products, manuals and specifications at any time without notice.

### **Waiver and General Release**

By using the headset you will waive substantial legal rights including the right to sue. Please read the following carefully before using the device. If you do not accept the terms of this agreement, you should immediately return the product for a full refund. By using the headset you agree to be bound to this agreement and forfeit the right to sue.

Using a communication device while riding a motorcycle, scooter, moped, ATV, quad-bike or any other vehicle, whether on land, water or air (jointly referred to as "Vehicle") requires your complete undivided attention. Cardo Systems, Inc., including its Officers, Directors, Affiliates, Parent Company, Representatives, Agents, Contractors, Sponsors, Employees, Suppliers and Resellers (jointly referred to as the "Company" or "Cardo") strongly advises you to take all necessary precautions and remain alert to the traffic, weather and road conditions if you chose to use the headset, including all derivative models irrespective of its commercial name or branding (the "Device"), and stop your Vehicle on the roadside prior to operating the device. Any publications, advertisements, announcements or similar notes that refer to using the Device while riding a Vehicle are solely intended to address its technical capabilities and should not be misconstrued as if encouraging users to operate the Device while actively involved in traffic.

By way of purchasing this Device and not returning it for a full refund (see below), you are irrevocably releasing, indemnifying from any liability, loss, claim and expense (including attorneys fees) and holding Cardo harmless for any bodily injuries, harm or death as well as losses or damages in goods, to any Vehicles including your own, or to any property or asset that belong to you or to third parties, any of which may result from using the Device under any circumstances or conditions and irrespective of jurisdiction. Cardo will not be responsible for any physical damages, irrespective of reasons, conditions or circumstances, including malfunctioning of the Device, and all risks associated with operating it rest solely and entirely with the user of this Device, irrespective of whether the Device is used by the original purchaser or any third party.

Cardo hereby notifies you that using this Device may also be in contravention to local, federal, state or national laws or regulations, and that any use of the Device is entirely at your sole risk and responsibility.

1. You, your heirs, legal representatives, successors or assigns, hereby voluntarily and forever release, discharge, indemnify and hold harmless Cardo from any and all litigation, claims, debts, demands, actions and liability which may arise, directly or indirectly, from using the Device for any distress, pain, suffering, discomfort, loss, injury, death, damages to or in respect to any person or property however caused, WHETHER ARISING FROM THE NEGLIGENCE OR OTHERWISE, and which may hereafter accrue to you on some future date as a result of said use, to the fullest extent permitted by law.
2. You fully understand and assume the risks in using the Device, including risk of negligent acts or omissions by others.
3. You confirm that you are physically capable to use the Device and that you have no medical conditions or needs that may infringe upon your abilities to do so in a safe manner. You confirm that you are at least eighteen (18) years of age and that you have been advised of the risks associated with the use of the Device. You further confirm that you will not consume any alcohol that may affect your alertness or any mind-altering substance, and will not carry, use or consume these substances before or during the use of the Device.
4. You fully acknowledge our warnings and understand that: (a) risks and dangers exist in using the Device while in traffic, incl. but not limited to injury or illness, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the manufacturers or its agents or any third party involved in designing or manufacturing the Device; (d) these risks and dangers may arise from foreseeable or unforeseeable causes. You hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of others, including the Company.
5. You confirm that you have read this release of liability and fully understand its terms and that you have given up substantial rights by not returning the Device for a full refund (see refund option below).

### **Disclaimer of Warranty**

CARDO DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE ENCLOSED DEVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE DEVICE AND ITS ACCESSORIES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND BEYOND THOSE ASSUMED IN THE ENCLOSED MANUAL.

### **Limitation of Liability**

IN NO EVENT SHALL CARDO BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM THE USE OF THE DEVICE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE DEVICE WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. SOME STATE STATUTES MIGHT APPLY REGARDING LIMITATION OF LIABILITY.